

<i>SERFF Tracking Number:</i>	<i>GARD-126415501</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>44647</i>
<i>Company Tracking Number:</i>	<i>10-SGR UL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>Secondary Guarantee Rider for UL</i>		
<i>Project Name/Number:</i>	<i>SGR for UL/10-SGR UL</i>		

## Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: Secondary Guarantee Rider for UL  
 SERFF Tr Num: GARD-126415501 State: Arkansas

TOI: L09I Individual Life - Flexible Premium Adjustable Life	SERFF Status: Closed-Approved-Closed	State Tr Num: 44647
Sub-TOI: L09I.001 Single Life	Co Tr Num: 10-SGR UL	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Authors: Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Carol Nardella, Monica Wilson, Connie Gelfat, Carline Hamilton, Kathleen Tobin	Disposition Date: 01/26/2010
	Date Submitted: 01/21/2010	Disposition Status: Approved-Closed
Implementation Date Requested: 03/19/2010		Implementation Date:

State Filing Description:

## General Information

Project Name: SGR for UL	Status of Filing in Domicile: Not Filed
Project Number: 10-SGR UL	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 01/26/2010	Explanation for Other Group Market Type:
	State Status Changed: 01/26/2010
Deemer Date:	Created By: Margaret Lewis-Forbes
Submitted By: John Monahan	Corresponding Filing Tracking Number:

SERFF Tracking Number: GARD-126415501 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 44647  
Company Tracking Number: 10-SGR UL  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: Secondary Guarantee Rider for UL  
Project Name/Number: SGR for UL/10-SGR UL

**Filing Description:**

The Guardian Life Insurance Company of America (GLIC)

NAIC #: 429-64246 FEIN #: 13-5123390

Secondary Guarantee Rider, form 10-SGR UL

We are filing a new rider form entitled "Secondary Guarantee Rider" for your Department's approval. This rider does not replace any previously approved form. This rider will be used with 07-CAUL AR, which was previously approved by your Department on 6/28/2007 (DOI File #: 36183). We plan on introducing this form in March 2010.

Rider form 10-SGR UL, will be issued on a sex-distinct basis, available to the general life insurance market and sold by agents. It will be used in fully underwritten situations and will be available at issue ages 20-75. The minimum policy size for the rider is \$100,000. It is available to newly issued universal life plans that satisfy this minimum size. The rider is only available with the policy's Death Benefit Option 1.

**Basic Description of Rider**

This rider creates a Secondary Guarantee Account under the policy, which is similar to, but not equal to the Policy Account Value. These accounts are not equal because the interest credited to, and some of the monthly charges deducted from, these accounts differ. The Secondary Guarantee Account is a reference value only, and is used solely to help the policy remain in force when it might otherwise be in danger of lapsing. The rider provides that the base UL policy (including any riders) will not lapse, even if the Policy Account Value less Policy Debt is less than zero, as long as this rider is in force and the Secondary Guarantee Account, less Policy Debt, is greater than zero. There is a monthly charge for the rider, which is deducted from the Policy Account Value only and is shown on the Policy Data page.

**Monthly Cost of Insurance (COI) Rates**

For the Secondary Guarantee Account, there are 2 separate sets of monthly cost of insurance rates, referred to as High COI rates and Low COI rates. We test the policy periodically to determine whether High COIs or Low COIs will be used. If, on the first Policy Anniversary the Secondary Guarantee Account at that time is greater than the Secondary Guarantee Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Secondary Guarantee Account using the Low COI rates. The same test will be repeated on each subsequent Monthly Processing Date.

If on a Monthly Processing Date, the Secondary Guarantee Account at that time is less than or equal to the Secondary Guarantee Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Secondary Guarantee Account using High COIs. We will continue to use High COIs for each Monthly Processing Date for the remainder of the current policy year.

*SERFF Tracking Number:* GARD-126415501 *State:* Arkansas  
*Filing Company:* The Guardian Life Insurance Company of America *State Tracking Number:* 44647  
*Company Tracking Number:* 10-SGR UL  
*TOI:* L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life  
*Adjustable Life*  
*Product Name:* Secondary Guarantee Rider for UL  
*Project Name/Number:* SGR for UL/10-SGR UL

The low COL's, high COL's and Benchmark values will all be shown in the policy whenever this rider is issued. For the initial face amount, these rates are all guaranteed and can't be changed by the company.

#### Loans

Although the Secondary Guarantee Account does not factor into the determination of the amount that can be taken by a loan, any loans taken do affect this Account. Loan processing is the same as applies under the base policy. In situations where unpaid loan interest causes Policy Debt to exceed the Policy Account Value, the rider can prevent the policy from lapsing as long as Policy Debt is less than the Secondary Guarantee Account.

#### Calculation of Secondary Guarantee Account

The Secondary Guarantee Account is calculated essentially the same way as the Policy Account Value. Interest is credited to the unloaned Secondary Guarantee Account value at 4.25% annually. On each Monthly Processing Date, certain Monthly Deductions are subtracted from the Secondary Guarantee Account of the policy. These Deductions consist of: (1) Administrative Charges (both a flat monthly fee and a charge per \$1,000 of face amount); (2) Cost of Insurance charges for the basic policy; and (3) any monthly charges for any supplementary benefit riders that the owner has elected to include in his/her policy. The policy form describes these charges and displays the amount of these charges. The interest credited to and all charges deducted from the Secondary Guarantee Account are guaranteed.

Supporting Material being submitted in conjunction with this filing includes: actuarial memoranda for the new rider, any required filing certifications or transmittals, and a sample set of Policy Data pages that shows how the rider looks when issued. A Statement of Variability is enclosed which describes those elements of the Policy Data page relating to this new rider that are variable in nature.

The policy with this rider is an illustrated form. If required, we have enclosed a signed certification from our illustration actuary.

Application form L-AP-2004 AR, will be used to apply for this new rider. This application form was approved by your Department on 12/10/2009 (DOI File #: 44283).

I hope this information is satisfactory and that we may receive your Department's approval of this submission at your earliest convenience. If you have any questions or concerns over this submission, please feel free to contact me at (212) 598-8419 or toll-free at (877) 600-1460, or via SERFF.

Sincerely,  
John J. Monahan

SERFF Tracking Number: GARD-126415501 State: Arkansas  
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 44647  
 Company Tracking Number: 10-SGR UL  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: Secondary Guarantee Rider for UL  
 Project Name/Number: SGR for UL/10-SGR UL

Director

Individual Markets Compliance

## Company and Contact

### Filing Contact Information

Kathleen Tobin, Life Team Leader Kathleen\_Tobin@glic.com  
 7 Hanover Square 212-919-8727 [Phone]  
 New York, NY 10004 212-919-2592 [FAX]

### Filing Company Information

The Guardian Life Insurance Company of America CoCode: 64246 State of Domicile: New York  
 7 Hanover Square Group Code: 429 Company Type: Life  
 New York, NY 10004 Group Name: State ID Number:  
 (212) 598-8704 ext. [Phone] FEIN Number: 13-5123390  
 -----

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: per form  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$50.00	01/21/2010	33683214

<i>SERFF Tracking Number:</i>	<i>GARD-126415501</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>44647</i>
<i>Company Tracking Number:</i>	<i>10-SGR UL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>Secondary Guarantee Rider for UL</i>		
<i>Project Name/Number:</i>	<i>SGR for UL/10-SGR UL</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Linda Bird	01/26/2010	01/26/2010

<i>SERFF Tracking Number:</i>	<i>GARD-126415501</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>44647</i>
<i>Company Tracking Number:</i>	<i>10-SGR UL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>Secondary Guarantee Rider for UL</i>		
<i>Project Name/Number:</i>	<i>SGR for UL/10-SGR UL</i>		

## Disposition

Disposition Date: 01/26/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	GARD-126415501	State:	Arkansas
Filing Company:	The Guardian Life Insurance Company of America	State Tracking Number:	44647
Company Tracking Number:	10-SGR UL		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Secondary Guarantee Rider for UL		
Project Name/Number:	SGR for UL/10-SGR UL		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Compliance Certification		Yes
Supporting Document	Actuarial Certification		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Data Pages		Yes
Supporting Document	Actuarial Memorandum		No
Form	Secondary Guarantee Rider		Yes

SERFF Tracking Number:	GARD-126415501	State:	Arkansas
Filing Company:	The Guardian Life Insurance Company of America	State Tracking Number:	44647
Company Tracking Number:	10-SGR UL		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Secondary Guarantee Rider for UL		
Project Name/Number:	SGR for UL/10-SGR UL		

## Form Schedule

Lead Form Number: 10-SGR UL

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	10-SGR UL	Policy/Contract/ Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Secondary Guarantee Rider	Initial		41.000	SGR UL Generic Final.pdf



## SECONDARY GUARANTEE RIDER (SGR)

### Benefit

This rider guarantees that coverage under this policy (including riders) will remain in force, even if the Policy Account Value less Policy Debt is less than zero, provided that:

- this rider is then in force; and
- the Secondary Guarantee Account, less Policy Debt, is greater than zero.

### Secondary Guarantee Account

When this rider is included in the policy, the policy will have both a Policy Account Value (as defined in the policy itself) and a Secondary Guarantee Account. The Secondary Guarantee Account is a reference value only, and is used solely to help the policy remain in force when it might otherwise be in danger of lapsing. This Account is not available to the owner for surrender, withdrawal or loan, nor is it used in the determination of a minimum death benefit under the Internal Revenue Code. While this account is used in determining the Net Amount of Risk for the Secondary Guarantee Account, it does not affect the Net Amount at Risk for the Policy Account Value.

The Secondary Guarantee Account is calculated in a similar manner as the Policy Account Value. On the policy's Issue Date, the Secondary Guarantee Account is equal to the initial policy premium you pay less the Premium Charge and the Secondary Guarantee Account Monthly Deductions due on that date.

On each subsequent Monthly Processing Date, the Secondary Guarantee Account is equal to:

- The Secondary Guarantee Account on the prior Monthly Processing Date; less
- Any partial withdrawals made since the prior Monthly Processing Date; plus
- All premiums received since the prior Monthly Processing Date less any Premium Charges; plus
- Any interest credited to the Secondary Guarantee Account for the prior month; plus
- Any dividend not paid in cash (if the date is a Policy Anniversary); less
- The Secondary Guarantee Account Monthly Deductions due on that date.

On a date other than Monthly Processing Date, the Secondary Guarantee Account is equal to:

- The Secondary Guarantee Account on the prior Monthly Processing Date, less
- Any partial withdrawals made since the prior Monthly Processing Date, plus
- All premiums received since the prior Monthly Processing Date less any Premium Charges, plus
- Any interest credited to the Secondary Guarantee Account for the number of days since the prior Monthly Processing Date.

The total Secondary Guarantee Account consists of the Unloaned Secondary Guarantee Account, plus any amounts in the Loan Account, which is created when a policy loan is taken.

### Secondary Guarantee Account Monthly Deduction Charges

The same types of monthly charges that are made against the Policy Account Value apply to the Secondary Guarantee Account. In many cases, the amount of these charges is also the same between these 2 Accounts. The following are the charges that apply:

- Administrative Charges are deducted monthly from the Secondary Guarantee Account. As described on the Policy Data pages, there is a flat monthly administrative charge and a separate monthly charge that depends on the face amount. For the Secondary Guarantee Account, the flat monthly charge is as shown in the policy. For the per \$1,000 charge, we will use the rate shown on the Policy Data page for the Basic Sum Insured, but we will apply it to the entire initial face amount. There will be no separate per \$1,000 charge on any Additional Sum Insured you have under your policy. The administrative charges are guaranteed for the initial face amount and cannot be changed by the Company.
- Rider Charges are deducted monthly from the Secondary Guarantee Account. The rider charges are the same charges shown on the Policy Data pages. However, the rider charge for this Secondary Guarantee Rider will only be deducted from the Policy Account Value, not the Secondary Guarantee Account.

If this policy has a Waiver of Monthly Deductions Rider, the monthly cost for such rider deducted from the Secondary Guarantee Account is the factor shown on the Policy Data page for the rider multiplied by the Secondary Guarantee Account Monthly Deductions, divided by 100.

- Cost of Insurance Charges are deducted monthly from the Secondary Guarantee Account. A different set of Cost of Insurance Charges applies to the Secondary Guarantee Account than the Policy Account Value. Furthermore, at any given time, either High COI rates or Low COI rates will apply to the Secondary Guarantee Account as described in the next provision.

If there is an outstanding policy loan, only the unloaned portion of the Secondary Guarantee Account is available to cover the Monthly Deduction Charges. If there is insufficient value to cover all of the Secondary Guarantee Account Monthly Deduction Charges, then the excess of such charges are considered due and uncollected.

### **Monthly Cost of Insurance Rates**

For the Secondary Guarantee Account, there are 2 separate sets of monthly cost of insurance rates, referred to in this rider as High COI rates and Low COI rates. The Cost of Insurance Rates for the initial face amount are attached to this rider. Use of the Low COI rates results in a lower monthly cost of insurance charge than if we had used the High COI rates. We test the policy periodically to determine whether High COIs or Low COIs will be used.

Beginning on the first Policy Anniversary, we compare the actual Secondary Guarantee Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Secondary Guarantee Account Benchmark Value. The Secondary Guarantee Account Benchmark Value is calculated as the applicable rate shown in the table attached to this rider multiplied by the current Face Amount divided by 1,000. If the Secondary Guarantee Account at that time is greater than the Secondary Guarantee Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Secondary Guarantee Account using the Low COI rates. The same test will be repeated on each subsequent Monthly Processing Date.

If on a Monthly Processing Date, the Secondary Guarantee Account at that time is less than or equal to the Secondary Guarantee Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Secondary Guarantee Account using High COIs. We will continue to use High COIs for each Monthly Processing Date for the remainder of the current policy year. The test will not be performed again until the beginning of the next policy year. On the next Policy Anniversary, we will again test the Secondary Guarantee Account against the Secondary Guarantee Account Benchmark Value to determine the applicable cost of insurance rates to use.

In calculating the monthly cost of insurance charge, we will use the applicable High COI or Low COI rate as described above and multiply this by the Net Amount at Risk divided by 1,000. For the Secondary Guarantee Account, the Net Amount at Risk on any given day is the current total face amount under the policy on that day minus the Secondary Guarantee Account on that day. The net amount at risk can never be less than zero. In determining the Net Amount at Risk for the Secondary Guarantee Account, we will use the same method we use to determine the Net Amount at Risk for the Policy Account Value, as described in the "Monthly Cost of Insurance" provision of the policy.

### **Premium Crediting**

Premiums paid under this policy are applied to both the Policy Account Value and the Secondary Guarantee Account. We first deduct a Premium Charge as stated in the policy to any premium prior to applying that premium to either Account. The Premium Charge for the Secondary Guarantee Account is calculated as described in the policy, using the same charges shown on the Policy Data page.

Before a premium is applied to the Secondary Guarantee Account, we will first deduct any due and uncollected Secondary Guarantee Account Monthly Deductions. Any premium credited to the Secondary Guarantee Account is credited as of the Monthly Processing Date that is on or immediately preceded the date we received the payment at our Customer Service Office.

### **Interest on Secondary Guaranteed Account**

We will credit interest to the Secondary Guarantee Account, provided such amount is greater than zero. This interest will accrue daily and will be credited to the Secondary Guarantee Account on each Monthly Processing Date. The interest credited to the unloaned portion of the Secondary Guarantee Account is based on an annual rate of 4.25%. A separate interest rate applies to the loaned portion of the Secondary Guarantee Account.

## Policy Loans

As described in the policy, you have the ability to take policy loans against your Policy Account Value. The availability of a loan depends solely on the Loan Value as described in your policy form.

If a policy loan is taken, it does affect the Secondary Guarantee Account. When a policy loan is taken, we transfer an amount equal to the loan amount from the Unloaned Secondary Guarantee Account into a Loan Account. This is the same Loan Account that is described in the policy form. An amount equal to the outstanding loan amount remains in the Loan Account until the loan is repaid. Other information relating to the Loan Account, including loan repayments, interest credited to the Loan Account, interest charged on the outstanding loan, are explained in the Loan section of the policy form.

On each policy anniversary, loan interest is due on any outstanding loan. If you do not pay this loan interest, we will attempt to pay it out of your policy values. We first use any interest that has accrued on the outstanding loan that was credited to the Loan Account. If this is not sufficient to cover the loan interest due, we will attempt to transfer enough value from the Unloaned Policy Account Value and the unloaned Secondary Guarantee Account to increase the Loan Account to equal the Policy Debt.

If there is not enough unloaned Policy Account Value to cover the transfer, the policy may be in danger of lapsing as described in the Loan section of the policy. However, if the Secondary Guarantee Account Value less Policy Debt is greater than zero, this rider will prevent the policy from lapsing. The amount that the Policy Debt exceeded the available Policy Account Value is considered due and unpaid and we will attempt to collect this amount from subsequent premiums you pay under the policy before applying those premiums to the Policy Account Value. If the unloaned Policy Account Value is sufficient to cover the transfer, but there is not enough unloaned Secondary Guarantee Account value to cover the transfer, then the excess will be considered due and uncollected. We will attempt to collect this amount from subsequent premiums you pay under the policy before applying those premiums to the Secondary Guarantee Account.

## Grace Period

This rider affects the policy's Grace Period in that it provides another way for the policy to remain in force. At the time the policy would otherwise enter into the Grace Period, this policy will not enter the Grace Period if the Secondary Guarantee Account less Policy Debt is greater than zero. In this case, we will waive any Monthly Deduction Charges from the Policy Account Value that could not be collected due to insufficient value.

If this policy does enter the Grace Period, then the owner can pay any of the following 3 amounts to get the policy out of the Grace Period. The references to Policy Account Value and Secondary Guarantee Account are deemed to be such amounts after subtracting Monthly Deduction Charges due on the Monthly Processing Date.

- A premium such that the resulting Policy Account Value less Policy Debt is greater than or equal to zero;
- A premium such that the policy's No Lapse Guarantee Condition is satisfied, if your policy has a No Lapse Guarantee benefit and the policy is within the No Lapse Guarantee Period;
- A premium such that the resulting Secondary Guarantee Account less Policy Debt is greater than zero.

If the death of the insured occurs during the Grace Period, the death proceeds will be paid, but we will deduct the least of the applicable amounts shown above.

## Reinstatement

If this policy lapses while this rider is in effect, the policy and this rider can both be reinstated within 3 years from the date of lapse. The policy's Reinstatement provision governs the terms and conditions relating to reinstatement of this policy. This rider may affect the amount you have to pay to reinstate the policy. If the amount by which the Policy Account Value less Policy Debt was less than zero is greater than the amount by which the Secondary Guarantee Account less Policy Debt was less than zero, then the following changes are made to the amount described in the policy to reinstate the policy:

- Instead of paying the Monthly Deductions from the Policy Account Value, which were due during the policy's grace period, you can pay the amount by which the Secondary Guarantee Account less Policy Debt was less than zero; and

- Instead of paying a premium payment equal to (after deduction of premium charges) 3 times the Policy Account Value Monthly Deductions due at the time of lapse, you can pay a premium equal to (after the premium charge) 3 times the Secondary Guarantee Account Monthly Deductions that were due on the Monthly Processing Date that was on or immediately preceded the date of lapse.

The Policy Account Value upon reinstatement will be the Policy Account Value in effect at the time of lapse, plus the premium payment you make to reinstate the policy, after the deduction of the premium charge. The Secondary Guarantee Account upon reinstatement will be the Secondary Guarantee Account in effect at the time of lapse, plus the premium payment you make to reinstate the policy, after the deduction of the premium charge.

### **Changes in Policy Face Amount**

If the policy face amount is increased, a new Policy Segment is created as described in the policy. For the Secondary Guarantee Account, any new Policy Segment has its own underwriting class, its own set of Monthly Deduction Charges, its own Benchmark Values and its own COI rates. In determining whether High COIs or Low COIs will be used for the Secondary Guarantee Account, we will compare that Account with the total Benchmark Value (taking into account the initial face amount and any changes to that face amount). When you increase the face amount, we will furnish you with revised Benchmark Values and other charges for the increase.

If the face amount is decreased, the COI rates could change depending on the new total face amount. If this happens, we will furnish you with revised COI rates. When the face amount is decreased, we follow the same procedures stated in the policy for allocating decreases against the policy. The rates used to determine the administrative charges and the Benchmark Values will not change.

### **Rider Cost**

There is a monthly cost for this rider that will be included in the Monthly Deductions due on each Monthly Processing Date. This charge is only assessed against the Policy Account Value. For the initial face amount, the Policy Data page shows this charge, and the duration of the charge. A separate rider charge will apply to any applicable face increase, and we will furnish you with revised Policy Data pages indicating this charge.

However, we will not deduct this rider charge for any period that the Secondary Guarantee Account less Policy Debt is less than or equal to zero

### **The Contract**

This rider is:

- issued in consideration of the application;
- attached to this policy and is part of the entire contract as defined in the policy;
- subject to all applicable provisions of this policy.

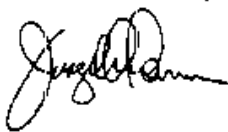
### **Issue Date**

The issue date of this rider is the Issue Date of this policy. The effective date of this rider is the effective date of this policy.

### **Termination**

You can terminate this rider by sending your signed written request to our Customer Service Office. If you request to terminate this rider, it will be permanently deleted from the policy, and the Secondary Guarantee Account will cease to exist. Any due and uncollected charges with respect to the Secondary Guarantee Account will also end. This rider also ends if the base policy is surrendered, exchanged or terminates.

The Guardian Life Insurance Company of America



Secretary

SERFF Tracking Number:	GARD-126415501	State:	Arkansas
Filing Company:	The Guardian Life Insurance Company of America	State Tracking Number:	44647
Company Tracking Number:	10-SGR UL		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Secondary Guarantee Rider for UL		
Project Name/Number:	SGR for UL/10-SGR UL		

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification		
<b>Comments:</b>			
<b>Attachment:</b>			
Readabiity.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Application		
<b>Comments:</b>			
<b>Attachment:</b>			
L-AP-2004 AR.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Health - Actuarial Justification		
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Outline of Coverage		
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Compliance Certification		
<b>Comments:</b>			

**Attachment:**  
Certificate of Compliance with Rule 19.pdf

**Satisfied - Item:** Statement of Variability  
**Comments:**  
**Attachment:**  
 Statement of Variability for Rider Form 10-SGR UL.pdf

**Satisfied - Item:** Data Pages  
**Comments:**  
**Attachment:**  
SG DPs AR.pdf



**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** The Guardian Life Insurance Company of America

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

**Form Title**

Secondary Guarantee Rider

**Form Number**

10-SGR UL

**Flesch Score**

41

Name: John J. Monahan  
Title: Director, Individual Markets Compliance  
Date: January 13, 2010



Customer Service Office  
3900 Burgess Place  
Bethlehem, PA 18017

- ☐ THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA  
☐ THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.  
☐ BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA

(Please check appropriate company. In this application, "the Company" is the insurer checked above.)

## APPLICATION FOR LIFE INSURANCE

### Part 1

Please print

(Page 1 of 7)

#### I. Proposed Insured Information

- a. First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_
- b. Social Security # \_\_\_\_\_
- c. Sex ☐ Male ☐ Female
- d. Date of Birth (mm/dd/yyyy) \_\_\_\_\_
- e. Place of Birth \_\_\_\_\_
- f. Are you a U.S. citizen? ☐ Yes ☐ No
- g. Marital Status
- If no, give: Visa Type \_\_\_\_\_ ☐ Married ☐ Single ☐ Separated
- Visa Duration \_\_\_\_\_ ☐ Widowed ☐ Divorced
- Other \_\_\_\_\_
- h. Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- i. How long at this address? \_\_\_\_\_
- j. Home phone \_\_\_\_\_
- k. e-mail address \_\_\_\_\_
- l. If less than 2 years at current address, please furnish previous address:
- Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- m. Telephone Interview – if more information is needed, a representative may call you. Show the most convenient place and range of times for such a call weekdays between the hours of 9:00 a.m. and 9:00 p.m.
- ☐ Home ☐ Business ☐ Other – Phone \_\_\_\_\_ Times \_\_\_\_\_ ☐ a.m. ☐ p.m.

#### 2. Employment Information

- a. Name of Employer \_\_\_\_\_
- b. Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- Business Phone \_\_\_\_\_ Business Web Site \_\_\_\_\_
- c. If address is P.O. Box, include street address as well:
- Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- d. Occupation \_\_\_\_\_
- e. Job Title \_\_\_\_\_
- f. Nature of Business \_\_\_\_\_
- g. How many years employed? \_\_\_\_\_ (If less than 2 years please furnish previous employer below)
- h. Former Employer \_\_\_\_\_
- Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- i. Occupation \_\_\_\_\_
- j. Job Title \_\_\_\_\_
- k. Nature of Business \_\_\_\_\_



IMNB0301000010201



**3. Owner Information***(Complete only if the proposed insured is NOT to be the policyowner)*

a. Owner name (First, MI, Last) or name of trust, company or other owner: \_\_\_\_\_

b. Social Security No./Tax ID No. \_\_\_\_\_ c. Relationship to proposed insured \_\_\_\_\_

d. Street Address \_\_\_\_\_

e. Telephone Number \_\_\_\_\_

f. Tax Qualified Plan? ☐ Yes ☐ Nog. Complete if Policy is **Trust Owned**:

Date of Trust \_\_\_\_\_

Complete Names of Authorized Trustees \_\_\_\_\_

**4. Beneficiary Information***Print full name and relationship to Proposed Insured. (Unless otherwise indicated, all Primary Beneficiaries who survive the Insured shall share equally. If no Primary Beneficiary survives the Insured, benefits will be paid in equal shares to the Contingent Beneficiaries, etc., if surviving the Insured, unless otherwise specified).*

a. Primary Beneficiary \_\_\_\_\_

b. Contingent Beneficiary \_\_\_\_\_

c. Tertiary Beneficiary \_\_\_\_\_

**5. Purpose of Insurance**

Please describe the purpose of the proposed insurance (check one or more of the following, or describe in "Other"):

- |  |  |  |  |   |
|--|--|--|--|---|
| <input type="checkbox"/> Buy-Sell        | <input type="checkbox"/> Deferred Compensation | <input type="checkbox"/> Charitable Planning | <input type="checkbox"/> Family Income | <input type="checkbox"/> Mortgage               |
| <input type="checkbox"/> Key Person      | <input type="checkbox"/> Split Dollar          | <input type="checkbox"/> Estate Planning     | <input type="checkbox"/> Retirement    | <input type="checkbox"/> Spouse/Child Insurance |
| <input type="checkbox"/> Executive Bonus | <input type="checkbox"/> Collateral for Debt   | <input type="checkbox"/> Wealth Accumulation | <input type="checkbox"/> Education     | <input type="checkbox"/> Other _____            |

**6. Financial Information****Personal Finances** (This section applies to the proposed insured. If this policy is business owned, please also complete the Business Finances section below.)

a. Total Assets \$ \_\_\_\_\_ b. Total Liabilities \$ \_\_\_\_\_ c. Net Worth \$ \_\_\_\_\_

d. Earned Income \$ \_\_\_\_\_ e. Unearned Income (if in excess of \$10,000) \$ \_\_\_\_\_

**Business Finances** (Complete if policy is business owned)f. Type of Business (Check One): ☐ Limited Liability Co. ☐ Sole Proprietor ☐ Partnership ☐ S Corp  
☐ C Corp ☐ Other \_\_\_\_\_

g. Total Assets \$ \_\_\_\_\_ h. Total Liabilities \$ \_\_\_\_\_ i. Net Worth \$ \_\_\_\_\_

j. Net Profit After Taxes for past Two Years: Last Year \$ \_\_\_\_\_ Previous Year \$ \_\_\_\_\_

k. How long has the business been established? \_\_\_\_\_

l. What is the nature of the business? \_\_\_\_\_

m. What percentage of the business is owned by the proposed insured? \_\_\_\_\_

n. Is there business insurance applied for or in force on other key members of this firm? ☐ Yes ☐ No

If "yes", please provide details: \_\_\_\_\_

**7. Proposed Insurance**

a. Plan of Insurance \_\_\_\_\_ Base Policy Face Amount \$ \_\_\_\_\_

**b. Riders****Traditional Life/Term Riders** (Note: Option Q and R riders are elected in the Dividends Section)

- ☐ Accidental Death Benefit (ADB) ADB Face Amount: \$ \_\_\_\_\_
- ☐ Waiver of Premium (WP) ☐ Initial Period Waiver of Premium (For LifeSpan only)
- ☐ Scheduled/Unscheduled Paid-Up Additions (EPUA) Rider ☐ Unscheduled Only Paid-Up Additions (EPUA) Rider
- If a Scheduled PUA Payment is desired, indicate annual amount \$ \_\_\_\_\_
- If an Initial PUA Payment is to be made, indicate amount (not including first Scheduled payment) \$ \_\_\_\_\_
- If Waiver of Specified Amount benefit is requested, indicate annual Specified Amount \$ \_\_\_\_\_
- ☐ Guaranteed Purchase Option (GIO)/Whole Life Purchase Option Option Amount: \$ \_\_\_\_\_
- ☐ Accelerated Benefit Rider (EABR/ABR) (please complete required disclosure form)
- ☐ 10 Year Annually Renewable Term (RTR-10) Term Amount: \$ \_\_\_\_\_
- ☐ Paid-Up Insurance Rider (for EMP, GIWL, SUPP only) Equivalent Annual Deposit, excluding Waiver \$ \_\_\_\_\_
- ☐ Paid-Up Additions Rider (for EMP, GIWL, SUPP only) First Year Purchase Payment \$ \_\_\_\_\_
- ☐ DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)
- | <u>Name of Designated Life</u> | <u>Amount</u> | <u>Name of Designated Life</u> | <u>Amount</u> |
|--------------------------------|---------------|--------------------------------|---------------|
| _____                          | \$ _____      | _____                          | \$ _____      |
| _____                          | \$ _____      | _____                          | \$ _____      |
| _____                          | \$ _____      |                                |               |
- ☐ Exchange to Term Insurance ☐ Select Security Rider
- ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_

**Universal Life and Variable Life Riders**

- ☐ Additional Sum Insured (Do NOT include this amount in Base Face Amount shown above) \$ \_\_\_\_\_
- ☐ Secondary Guarantee Coverage Rider/Guaranteed Coverage Rider (for VUL GCR, elect coverage to age \_\_\_\_\_)
- ☐ Accidental Death Benefit (ADB) ADB Face Amount: \$ \_\_\_\_\_
- ☐ Waiver of Monthly Deductions
- ☐ Disability Benefit Rider Monthly Specified Amount: \$ \_\_\_\_\_
- ☐ Guaranteed Insurability Option Option Amount \$ \_\_\_\_\_
- ☐ Adjustable Annual Renewable Term Term Amount: \$ \_\_\_\_\_ ☐ Select Security Rider
- ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_

**Riders for Survivorship Products** (EstateGuard, SVUL, etc.)

- ☐ Survivorship Waiver of Premium (Death Waiver) (available on one or both of the base policy insureds) ☐ 10 Year ☐ 15 Year
- ☐ (1st Insured) \_\_\_\_\_ ☐ (2nd Insured) \_\_\_\_\_
- ☐ Policy Split Option
- ☐ Adjustable Annual Renewable Term (on both insureds) Term Amount: \$ \_\_\_\_\_
- ☐ Single Life Term/RTR 85 (available on one or both of the base policy insureds)
- ☐ (1st Insured) \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ (2nd Insured) \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ Second to Die DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)
- | <u>Name of Designated Life</u> | <u>Amount</u> | <u>Name of Designated Life</u> | <u>Amount</u> |
|--------------------------------|---------------|--------------------------------|---------------|
| _____                          | \$ _____      | _____                          | \$ _____      |
| _____                          | \$ _____      | _____                          | \$ _____      |
- ☐ First To Die DuoGuard (available on one or both of the base policy insureds)
- ☐ (1st Insured) \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ (2nd Insured) \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ Split Dollar Protector (available on one or both of the base policy insureds)
- ☐ (1st Insured) \_\_\_\_\_ ☐ (2nd Insured) \_\_\_\_\_
- ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_

**8. Premiums****a. Mode**

☐ Annual ☐ Semiannual ☐ Quarterly ☐ Monthly (list bill only – this may not be available for all products)

☐ Guard-O-Matic (complete the appropriate Request Form)

☐ New Service ☐ Add to my existing service Existing Policy Number \_\_\_\_\_

☐ Other \_\_\_\_\_

**b. Who is to pay premiums?** \_\_\_\_\_**c. Send premium notices to:**

☐ Residence ☐ Business ☐ Owner's address ☐ Other \_\_\_\_\_

☐ List Bill

☐ New – Billing Name \_\_\_\_\_ Common billing date \_\_\_\_\_

☐ Existing account # \_\_\_\_\_

**d. Automatic Premium Loan (if available)** ☐ Yes ☐ No (if left blank, default will be Yes)**e. Complete for VUL/UL policies:**

Initial Premium \$ \_\_\_\_\_ Planned Premium (at the mode indicated above) \$ \_\_\_\_\_

**f. Complete for Variable Whole Life (PAL) policies:**

Initial Premium \$ \_\_\_\_\_ Planned Modal Unscheduled Payment \$ \_\_\_\_\_

**g. Prepayment of Premium**

☐ No money is being submitted with this application.

☐ Money is being submitted with this application, in the amount of \$ \_\_\_\_\_ for proposed life insurance in the amount of \$ \_\_\_\_\_ in exchange for the Conditional Receipt providing proposed conditional coverage for this amount of insurance only. Please see the Conditional Receipt for the circumstances under which money can be paid with this application, and Item (3) under "Conditions" in the Receipt for rules pertaining to the amount of life insurance that can be entered above.

**9. Dividends (for participating policies only)**

☐ A-Paid in cash

☐ B-Reduce premiums

☐ C-Left at interest (Complete W-9 form if elected)

☐ D-Paid-Up Additional Insurance (Option D will be the default option if no other is elected)

☐ F-Term Insurance face amount not in excess of cash value/Balance to purchase paid-up additional insurance

☐ G-Term Insurance face amount not in excess of cash value/Balance to reduce premium

☐ K-Deferred Additional Insurance (EMP plans only)

☐ L-Term Insurance face amount not in excess of twice face amount of basic policy/Balance to purchase paid-up additional insurance

☐ P-Term Insurance face amount not in excess of twice face amount of basic policy/Balance to reduce premium

☐ Q- One Year Term Insurance not to exceed Target Face Amount\* of \$ \_\_\_\_\_

☐ R- One Year Term Insurance with Increasing Target Face Amount\* Initial Target \$ \_\_\_\_\_

☐ Level Increases % \_\_\_\_\_ ☐ Compound Increases % \_\_\_\_\_

☐ S- Premium Offset – (available only if a PUA rider is requested. Premiums to be offset at the end of the first policy year by use of PUA rider additions and future dividends) ☐ with Target Face Amount\* not to exceed \$ \_\_\_\_\_

☐ U-Loan Repayment/Balance to Paid-up Additions

☐ Other \_\_\_\_\_

\* Do not include the base policy face amount in the Target Face Amount.

**10. Additional Information for VUL/UL Policies****a. Death Benefit Option** (Note, not all options may be available with all policies)

☐ Option 1 ☐ Option 2 ☐ Option 3 ☐ Other \_\_\_\_\_

**b. Section 7702 Test** (Note, the choice of 7702 Test may not apply to all policies)

Section 7702 of the Internal Revenue Code defines Life Insurance and specifies the rules under which the growth of life insurance policy cash values are excludable from gross income. If the plan being applied for provides a choice of test under 7702 to qualify the policy as life insurance, please check one of the tests shown below. Once a test is elected, it cannot be changed. If there is a choice of Test and none is elected, the Guideline Premium Test will be used.

☐ Guideline Premium Test

☐ Cash Value Accumulation Test

**11. Replacement/Existing Insurance**

Does the owner/applicant have any existing individual life insurance policies or annuity contracts (including those in the process of being lapsed or surrendered)? ☐ Yes ☐ No (If "Yes", please complete appropriate state replacement forms.)

**12. Existing Insurance on Proposed Insured**

Are there any existing life insurance policies or annuity contracts in force on the proposed insured? ☐ Yes (please list below) ☐ No

**A. Life insurance policies**

Name of Company	Year Issued	Amount	Personal or Business	Accidental Death Amt	Waiver of Premium	GIO Amt
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____

**B. Annuity contracts**

Name of Company	Year Issued	Waiver of Premium
_____	_____	_____
_____	_____	_____
_____	_____	_____

**13. Personal History of the Proposed Insured**

(These questions apply to the Proposed Insured. Please provide details in Remarks section for any "yes" answers to the following questions, except for 13c.)

	Yes	No
a. Do you intend to change your occupation?.....	<input type="checkbox"/>	<input type="checkbox"/>
b. Do you intend to reside or travel outside of the U.S.?.....	<input type="checkbox"/>	<input type="checkbox"/>
c. Do you drive a motor vehicle? .....	<input type="checkbox"/>	<input type="checkbox"/>
Driver's License State _____ Driver's License # _____		
d. Within the past five years, have you been charged with and/or convicted of any motor vehicle moving violations or had your driver's license suspended or revoked? (If yes, details must include date of violation, description of violation and penalty.).....	<input type="checkbox"/>	<input type="checkbox"/>
e. Within the last ten years, have you been convicted of a felony, or is such a charge pending against you?.....	<input type="checkbox"/>	<input type="checkbox"/>
f. Within the last three years have you participated in, or do you intend to participate in, any of the following: piloting any type of aircraft; mountain climbing or rock climbing; scuba diving; hang gliding; parachuting or skydiving; or motor vehicle racing? (If yes to any, complete Aviation and/or Avocation Supplement.) .....	<input type="checkbox"/>	<input type="checkbox"/>
g. Have you ever filed for personal or business bankruptcy? (If yes, give full details and date of discharge in Remarks section.) .....	<input type="checkbox"/>	<input type="checkbox"/>
h. Within the past five years, have you had disability, accident, medical or life insurance declined, postponed, modified, rated, cancelled or withdrawn a pending application, or had a renewal or reinstatement refused? .....	<input type="checkbox"/>	<input type="checkbox"/>
i. Have you smoked cigarettes in the past 24 months?..... (If you have quit, date last used: _____)	<input type="checkbox"/>	<input type="checkbox"/>
j. Have you used tobacco in any form in the last 12 months?.....	<input type="checkbox"/>	<input type="checkbox"/>
If "No", have you used tobacco in any form in the last 24 months?.....	<input type="checkbox"/>	<input type="checkbox"/>
If "No", have you used tobacco in any form in the last 48 months?..... (If you have quit, date last used: _____)	<input type="checkbox"/>	<input type="checkbox"/>
k. Do you currently use a nicotine patch or nicotine gum?.....	<input type="checkbox"/>	<input type="checkbox"/>
l. Do you plan to apply for or are you currently applying for any other life, disability or accident insurance? (In details, include amount and company applied with, and whether this other insurance will be in addition to or in lieu of insurance with Guardian/GIAC/Berkshire.) .....	<input type="checkbox"/>	<input type="checkbox"/>

[illegible]

Details (Riders, Benefits, Dividend Option, etc.):

## L-AP-2004 AR

# Application For Life Insurance – Part I (continued)

## Representations of the Proposed Insured and Owner

(Page 7 of 7)

Those parties who sign below, agree that:

1. This application, (Part 1, Part 2, the Authorization, the Variable Life Supplement, if applicable, and any other supplements to the application) will form the basis for, and become part of and attached to, any policy issued.
2. That all of the statements that are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them.
3. No agent, broker or medical examiner has any right to accept risks, make or change contracts, or to waive or modify any of the Company's rights or requirements. No information acquired by any Representative of the Company shall bind the Company unless it shall have been set out in writing in this application.
4. Any misrepresentation or omission, if found to be material, may adversely affect acceptance of the risk, claims payment or may lead to rescission of any policy that is issued based on this application.
5. The policy date is the date from which premiums are calculated and become due. The effective date is the date the policy is delivered and the first premium is paid. Except as provided in the Conditional Receipt (if an advance payment has been made and acknowledged and such Receipt issued) coverage does not begin until the effective date assuming the first premium is paid during the lifetime and prior to any change in the health of the Proposed Insured.
6. Changes or corrections made by the Company and noted in the "Amendments or Corrections" section are ratified by the Owner upon acceptance of a policy containing this application with the noted changes or corrections. In those states where written consent is required by statute or State Insurance Department regulation for amendments as to plan, amount, classification, age at issue, or benefits, such changes will be made only with the Owner's written consent.
7. By paying premiums on a basis more frequently than annually, the total premium payable during one year's time will be greater than if the premium were paid annually. That is, the cost of paying annualized periodic premiums will be more than the cost of paying one annual premium.
8. ☐ Check here if backdating to save age is being requested. Note that a request to backdate to save age can only be honored if permitted by state law. If not backdating to save age, but a specific policy date is being requested, please enter date here: \_\_\_\_\_

**Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties.**

Signed at: \_\_\_\_\_ on \_\_\_\_\_  
City and State mm/dd/yyyy

\_\_\_\_\_  
Signature of Proposed Insured Signature of Applicant/Owner if Other than Proposed Insured

\_\_\_\_\_  
Signature of Additional Owner Witness (for applications taken by mail)

- ☐ Check here if this application was taken by mail. If application is taken by mail, the signature of the agent does not attest to the signature of the Proposed Insured or Owner if Other than the Proposed Insured.
- ☐ Check here if this application was taken in person. I certify that I have taken this application in the presence of the Proposed Insured and Owner (if Other than the Proposed Insured), and that I have truly and accurately recorded on this application the information supplied by the Proposed Insured and Owner (if Other than the Proposed Insured).

\_\_\_\_\_  
Signature of Licensed Agent License Number(s)

\_\_\_\_\_  
Agent's Name State(s) where licensed



**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: The Guardian Life Insurance Company of America

Form Number(s): 10-SGR UL

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

---

Signature of Company Officer  
John J. Monahan

---

Name  
Director, Individual Markets Compliance

---

Date: January 13, 2010

---

# **The Guardian Life Insurance Company of America**

## **Statement of Variability for Rider Form 10-SGR UL \***

\*NOTE: This document will refer to the form number shown above, which is the generic form number for the Secondary Guarantee rider. In many states a different form number applies using the state's postal abbreviation as a suffix to the form number.

Our submission of our Secondary Guarantee rider, form 10-SGR UL to your state for approval includes several areas on the Policy Data Page that have been bracketed as variable. With your Department's consent, we intend to treat these variable fields as information that can vary, without requiring the policy form to be re-approved by your state.

Note that this document only deals with the variable fields on our Universal Life policy data page with respect to the new Secondary Guarantee rider we are filing. This document makes no reference to other sections of the policy data pages that also may or may not be variable. A Statement of Variability showing those variables was submitted with filing of the previously approved Universal Life Insurance policies.

<b>Variable</b>	<b>Description</b>	<b>Range of Data, if applicable, or explanation of data</b>
Variable 1	Secondary Guarantee Expiry Date	This date will be the policy anniversary on which the insured is age 121.
Variable 2	Secondary Guarantee Monthly Charge	There is a monthly charge for the rider which is deducted only from the Policy Account Value on the Monthly Processing Date. It is based on a rate per \$1,000 of policy face amount that varies by age and ranges from \$0.01-0.04.
Variable 3	COI Rate Table Policy Years for the Secondary Guarantee	The number of policy years shown here is a function of the insured's issue age. The charge ends at age 121.
Variable 4	COI Rates per \$1000 for the Secondary Guarantee— low COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Secondary Guarantee Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 4. The rates vary by issue age, sex, risk class and duration. The range is \$0.01617 - \$83.33 per month.
Variable 5	COI Rates per \$1000 for the Secondary Guarantee— high COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Secondary Guarantee Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 4. The rates vary by issue age, sex, risk class and duration. The range is \$0.04763 - \$83.33 per month.
Variable 6	Benchmark Table Policy Years	The number of policy years shown here is a function of the insured's issue age. The charge ends at age 121.
Variable 7	Benchmark Values per \$1000 for the Secondary Guarantee	Vary by issue age, sex, risk class and policy duration and are expressed in per \$1000 values. It is based on a rate per \$1,000 that ranges from \$0.69-\$900.



## POLICY DATA

<b>INSURED</b>	JOHN DOE	0000000	<b>POLICY NUMBER</b>
<b>AGE AND SEX</b>	35- MALE	MARCH 1, 2010 MARCH 1, 2010	<b>POLICY DATE ISSUE DATE</b>
<b>UNDERWRITING CLASS</b>	PREFERRED PLUS NT	1	<b>DEATH BENEFIT OPTION</b>
<b>PLAN OF INSURANCE</b>	UNIVERSAL LIFE INSURANCE	GUIDELINE PREMIUM MARCH 1, 2096	<b>SECTION 7702 TEST MATURITY DATE *</b>
<b>FACE AMOUNT</b>	BASIC SUM INSURED AT ISSUE	\$ 100,000	
	ADDITIONAL SUM INSURED	\$ 25,000	
	INITIAL FACE AMOUNT	\$ 125,000	
<b>OWNER</b>	JOHN DOE		
<b>BENEFICIARY</b>	AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE		

### BENEFITS AND PREMIUMS

BASIC POLICY	AMOUNT
PLANNED ANNUAL PREMIUM	\$ 1,000
MINIMUM PREMIUM TO ISSUE POLICY	\$ 680
GUIDELINE LEVEL PREMIUM	\$ 1,710
GUIDELINE SINGLE PREMIUM	\$ 19,838
POLICY NO-LAPSE GUARANTEE PERIOD	10 YEARS
MINIMUM MONTHLY PREMIUM	\$ 680

MINIMUM FACE AMOUNT:  
\$100,000

\* COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE SHOWN EVEN IF PLANNED PREMIUMS ARE PAID. THE CONTINUATION OF COVERAGE DEPENDS ON A NUMBER OF FACTORS INCLUDING THE AMOUNT AND FREQUENCY OF PREMIUM PAYMENTS, THE INTEREST CREDITED TO THE POLICY ACCOUNT VALUE, THE CURRENT CHARGES ASSESSED AGAINST THE POLICY ACCOUNT VALUE, AND WHETHER PARTIAL WITHDRAWALS OR POLICY LOANS HAVE BEEN TAKEN.

## POLICY DATA – CONT'D

### BENEFITS AND PREMIUMS (cont'd)

	<b><u>RIDER/BENEFIT EXPIRY DATE</u></b>
<b>EXCHANGE OF POLICY OPTION</b>	03/01/2065
<b>SECONDARY GUARANTEE RIDER</b>	[Variable 1]

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:

3900 Burgess Place  
Bethlehem, PA 18017  
1-800-441-6455

## POLICY DATA - CONT'D

### PREMIUM CHARGE

We will deduct a charge from premium payments based on the following percentages. See the "Premiums" Section for details on the determination of premium charge. The Target Premium is \$968.62.

Policy Years	Up to Target Premium	Excess over Target Premium
1-20	7%	4%
21+	3%	0%

### MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

#### COST OF INSURANCE CHARGES

Guardian deducts the current cost of insurance charge for the Basic Policy on each Monthly Processing Date. We base the monthly cost of insurance charge on our current cost of insurance rates. The current cost of insurance rate will never exceed the maximum monthly cost of insurance rate for the applicable policy year. The Table of Maximum Monthly Cost of Insurance Rates is shown on page 4. See the "Monthly Cost of Insurance" provision for further information.

#### ADMINISTRATIVE CHARGES

Guardian deducts administrative charges for the Policy on each Monthly Processing Date. The charges will not exceed the guaranteed charges shown below:

- \$7.50 per month for all Policy Years up to the insured's Attained Age 100, plus
- \$0.0958 per \$1,000 of Basic Sum Insured at Issue deducted monthly for the first 20 policy years.
- \$0.023 per \$1,000 of Additional Sum Insured deducted monthly for the first 20 policy years.

#### RIDER CHARGES

Guardian will also deduct the cost of these riders. See the "Monthly Deductions" provision of this policy and the individual rider form(s) for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
<b>ACCIDENTAL DEATH BENEFIT RIDER</b>	\$ 0.21	1 through 40
<b>GUARANTEED INSURABILITY OPTION RIDER</b>	\$ 2.32	1 through 23
<b>DISABILITY BENEFIT RIDER</b>	2.2968 times the Specified Amount divided by 100.	1 through 30
<b>WAIVER OF MONTHLY DEDUCTIONS RIDER</b>	2.8480 times the Monthly Deductions (excluding the cost of this rider) divided by 100.	1 through 30
<b>SECONDARY GUARANTEE RIDER</b> (deducted from the Policy Account Value only)	\$ [Variable 2] times the Face Amount divided by 1,000	1 through 20

**TABLE OF MONTHLY COST OF INSURANCE RATES  
FOR SECONDARY GUARANTEE ACCOUNT  
PER \$1,000 OF NET AMOUNT AT RISK**

Monthly cost of insurance charges are based on monthly cost of insurance rates. For the Secondary Guarantee Account, there are 2 sets of cost of insurance rates. The rate that applies at any given time is determined by a test that is described in the “Monthly Cost of Insurance Rates” provision.

[illegible]



**TABLE OF SECONDARY GUARANTEE ACCOUNT  
BENCHMARK VALUES PER \$1,000 OF FACE AMOUNT**

As described in the “Monthly Cost of Insurance Rates” provision, we periodically test the policy’s Secondary Guarantee Account to determine which of 2 sets of cost of insurance rates to assess against such account. We compare the Secondary Guarantee Account to the Secondary Guarantee Account Benchmark Values for the corresponding policy year. The Benchmarks per \$1,000 for each policy year are shown below. To determine the actual Benchmark Value for each policy year, the rate below is multiplied by the current Face Amount divided by 1,000.

[illegible]

## POLICY DATA

<b>INSURED</b>	JOHN DOE	0000000	<b>POLICY NUMBER</b>
<b>AGE AND SEX</b>	35- MALE	MARCH 1, 2010 MARCH 1, 2010	<b>POLICY DATE ISSUE DATE</b>
<b>UNDERWRITING CLASS</b>	PREFERRED PLUS NT	1	<b>DEATH BENEFIT OPTION</b>
<b>PLAN OF INSURANCE</b>	UNIVERSAL LIFE INSURANCE		
		GUIDELINE PREMIUM MARCH 1, 2096	<b>SECTION 7702 TEST MATURITY DATE *</b>
<b>FACE AMOUNT</b>	BASIC SUM INSURED AT ISSUE	\$ 100,000	
	ADDITIONAL SUM INSURED	\$ 25,000	
	INITIAL FACE AMOUNT	\$ 125,000	
<b>OWNER</b>	JOHN DOE		
<b>BENEFICIARY</b>	AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE		

### BENEFITS AND PREMIUMS

BASIC POLICY	AMOUNT
PLANNED ANNUAL PREMIUM	\$ 1,000
MINIMUM PREMIUM TO ISSUE POLICY	\$ 680
GUIDELINE LEVEL PREMIUM	\$ 1,710
GUIDELINE SINGLE PREMIUM	\$ 19,838
POLICY NO-LAPSE GUARANTEE PERIOD	10 YEARS
MINIMUM MONTHLY PREMIUM	\$ 680

MINIMUM FACE AMOUNT:  
\$100,000

\* COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE SHOWN EVEN IF PLANNED PREMIUMS ARE PAID. THE CONTINUATION OF COVERAGE DEPENDS ON A NUMBER OF FACTORS INCLUDING THE AMOUNT AND FREQUENCY OF PREMIUM PAYMENTS, THE INTEREST CREDITED TO THE POLICY ACCOUNT VALUE, THE CURRENT CHARGES ASSESSED AGAINST THE POLICY ACCOUNT VALUE, AND WHETHER PARTIAL WITHDRAWALS OR POLICY LOANS HAVE BEEN TAKEN.

## POLICY DATA – CONT'D

### BENEFITS AND PREMIUMS (cont'd)

	<b><u>RIDER/BENEFIT EXPIRY DATE</u></b>
<b>EXCHANGE OF POLICY OPTION</b>	03/01/2065
<b>SECONDARY GUARANTEE RIDER</b>	[03/01/2096]

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:

3900 Burgess Place  
Bethlehem, PA 18017  
1-800-441-6455



## POLICY DATA - CONT'D

### PREMIUM CHARGE

We will deduct a charge from premium payments based on the following percentages. See the "Premiums" Section for details on the determination of premium charge. The Target Premium is \$968.62.

Policy Years	Up to Target Premium	Excess over Target Premium
1-20	7%	4%
21+	3%	0%

### MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

#### COST OF INSURANCE CHARGES

Guardian deducts the current cost of insurance charge for the Basic Policy on each Monthly Processing Date. We base the monthly cost of insurance charge on our current cost of insurance rates. The current cost of insurance rate will never exceed the maximum monthly cost of insurance rate for the applicable policy year. The Table of Maximum Monthly Cost of Insurance Rates is shown on page 4. See the "Monthly Cost of Insurance" provision for further information.

#### ADMINISTRATIVE CHARGES

Guardian deducts administrative charges for the Policy on each Monthly Processing Date. The charges will not exceed the guaranteed charges shown below:

- \$7.50 per month for all Policy Years up to the insured's Attained Age 100, plus
- \$0.0958 per \$1,000 of Basic Sum Insured at Issue deducted monthly for the first 20 policy years.
- \$0.023 per \$1,000 of Additional Sum Insured deducted monthly for the first 20 policy years.

#### RIDER CHARGES

Guardian will also deduct the cost of these riders. See the "Monthly Deductions" provision of this policy and the individual rider form(s) for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
<b>ACCIDENTAL DEATH BENEFIT RIDER</b>	\$ 0.21	1 through 40
<b>GUARANTEED INSURABILITY OPTION RIDER</b>	\$ 2.32	1 through 23
<b>DISABILITY BENEFIT RIDER</b>	2.2968 times the Specified Amount divided by 100.	1 through 30
<b>WAIVER OF MONTHLY DEDUCTIONS RIDER</b>	2.8480 times the Monthly Deductions (excluding the cost of this rider) divided by 100.	1 through 30
<b>SECONDARY GUARANTEE RIDER</b> (deducted from the Policy Account Value only)	\$ [0.01] times the Face Amount divided by 1,000	1 through 20

**TABLE OF MONTHLY COST OF INSURANCE RATES  
FOR SECONDARY GUARANTEE ACCOUNT  
PER \$1,000 OF NET AMOUNT AT RISK**

Monthly cost of insurance charges are based on monthly cost of insurance rates. For the Secondary Guarantee Account, there are 2 sets of cost of insurance rates. The rate that applies at any given time is determined by a test that is described in the "Monthly Cost of Insurance Rates" provision.

<u>INSURED'S ATTAINED AGE</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>	<u>INSURED'S ATTAINED AGE</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>
[35	[.01549	[.01549	[78	[1.95888	[6.07959
36	.01876	.12466	79	2.19176	6.82132
37	.02202	.13009	80	2.44639	7.63633
38	.02691	.13985	81	2.73649	8.57240
39	.03099	.14853	82	3.03701	9.55656
40	.03589	.15829	83	3.36001	10.62868
41	.03997	.17131	84	3.71858	11.82927
42	.04405	.18759	85	4.12010	13.18749
43	.04894	.20605	86	4.12010	13.18749
44	.05465	.22776	87	4.12010	13.18749
45	.06281	.25273	88	4.12010	13.18749
46	.07261	.27663	89	4.12010	13.18749
47	.08322	.30271	90	4.12010	13.18749
48	.09383	.31792	91	4.12010	13.18749
49	.10363	.33531	92	4.12010	13.18749
50	.11261	.36032	93	4.12010	13.18749
51	.12241	.38968	94	4.12010	13.18749
52	.13384	.42992	95	4.12010	13.18749
53	.14855	.47345	96	4.12010	13.18749
54	.16326	.52898	97	4.12010	13.18749
55	.18205	.59761	98	4.12010	13.18749
56	.20249	.66739	99	4.12010]	13.18749]
57	.22538	.74266	100		
58	.24829	.80708	101		
59	.27283	.88137	102		
60	.31622	.97104	103		
61	.35307	1.08048	104		
62	.39814	1.21417	105		
63	.44897	1.36452	106		
64	.50148	1.52278	107		
65	.55731	1.69012	108		
66	.61318	1.85994	109		
67	.66910	2.03225	110		
68	.72917	2.21815	111		
69	.79010	2.41107	112		
70	.86511	2.64550	113		
71	.94927	2.90836	114		
72	1.06245	3.25468	115		
73	1.18077	3.62131	116		
74	1.30507	4.00845	117		
75	1.43954	4.43331	118		
76	1.58674	4.89866	119		
77]	1.75840]	5.44163]	120]		

**TABLE OF SECONDARY GUARANTEE ACCOUNT  
BENCHMARK VALUES PER \$1,000 OF FACE AMOUNT**

As described in the "Monthly Cost of Insurance Rates" provision, we periodically test the policy's Secondary Guarantee Account to determine which of 2 sets of cost of insurance rates to assess against such account. We compare the Secondary Guarantee Account to the Secondary Guarantee Account Benchmark Values for the corresponding policy year. The Benchmarks per \$1,000 for each policy year are shown below. To determine the actual Benchmark Value for each policy year, the rate below is multiplied by the current Face Amount divided by 1,000.

<u>INSURED'S ATTAINED AGE</u>	<u>SECONDARY GUARANTEE ACCOUNT BENCHMARK VALUES</u>	<u>INSURED'S ATTAINED AGE</u>	<u>SECONDARY GUARANTEE ACCOUNT BENCHMARK VALUES</u>
[35	[\$0.00	[78	[\$199.23
36	0.00	79	195.85
37	3.18	80	190.39
38	7.11	81	182.40
39	11.15	82	171.54
40	15.33	83	157.35
41	19.63	84	139.14
42	24.07	85	116.05
43	28.67	86	90.81
44	33.41	87	63.21
45	37.86	88	33.02
46	42.32	89	0
47	46.88	90	900
48	51.54	91	900
49	56.32	92	900
50	61.22	93	900
51	66.25	94	900
52	71.41	95	900
53	76.71	96	900
54	82.11	97	900
55	87.63	98	900
56	93.65	99	900
57	99.77	100	900
58	105.98	101	900
59	112.28	102	900
60	118.66	103	900
61	124.99	104	900
62	131.31	105	900
63	137.58	106	900
64	143.74	107	900
65	149.79	108	900
66	155.70	109	900
67	161.47	110	900
68	167.12	111	900
69	172.59	112	900
70	177.89	113	900
71	182.92	114	900
72	187.59	115	900
73	191.69	116	900
74	195.17	117	900
75	197.94	118	900
76	199.91	119	900
77]	200.81]	120]	900]